

FILED

FEB 29 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

2C
RENE-FABRICIO: DIAZ,

JUAN-JOSE: VADO,

C/o 339 Victoria Street,

San Francisco, California Zip Code

Exempt,

Libellant,

vs.

CITI BANK et. Al.

C/o P.O. Box 894904

Los Angeles, California [90189]

Libellee,

) Case No. C08-00835MMC

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) MEMORANDUM OF MORE DEFINITIVE STATEMENT

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MEMORANDUM

Now, by special appearance, comes Rene-Fabricio: Diaz and Juan-Jose: Vado, the flesh and blood men, Sui Juris and unschooled in law, hereinafter referred to as we, our, us, or the like, to make the following AFFIDAVIT with clean hands, full disclosure and no intent to defraud, furthermore, the following first hand asseverations are true, complete, certain and not meant to mislead or delay.

- 1.) We are of legal age, competent to testify and under no legal disability.

- 2.) Libellants have filed an action for declaratory judgment as a result of libellee's breach of agreement.
- 3.) Libellants have exhausted their administrative remedies in this instant matter.
- 4.) Libellants seek a default judgment as libellees have failed to rebut the complaint.
- 5.) Libellees have failed to ask for a more definitive statement and are in agreement with libellants.
- 6.) We have perfected an administrative COUNTERCLAIM procedure to exhaust our administrative remedies in this instant matter, see Notary Protest.
- 7.) An examination of the Notary Protest will serve to establish that

CITI BANK has agreed to be bound to the COUNTERCLAIM obtained through the binding arbitration process of a Notary Protest, see Notary Protest.

OVERVIEW OF FACTS

- 8.) On August 17, 2007 Libellees sent a presentment to us demanding payment of a sum certain.
- 9.) We conditionally accepted that presentment upon CITI BANK'S continuing fiduciary duty to deal honestly and answer questions about the underlying obligation.
- 10.) The RECORD shows that CITI BANK refused and/or failed to provide the requested proof of claim, such as,
 - a. Provide the original note, both back and front, upon which the purported obligation arises,
 - b. Provide evidence in the form of your book keeping entries that show where the "funds" originated.
- 11.) We are unschooled in law and if the terms we have used are

confusing we apologize and will be honored to clarify any specific

definition, in doubt, to settle and close this matter in harmony with

the post bankruptcy public policy of the UNITED STATES inc.

12.) CITI BANK has at no time indicated any confusion with our correspondence.

13.) CITI BANK has remained silent.

14.) CITI BANK had ample opportunity to ask for a more definitive statement.

15.) The RECORD shows that no such request for a more definitive statement was executed.

16.) Federal Rules of Civil Procedure provide for default judgment by the clerk for a failure to appear and defend.

17.) The Protest evidences CITI BANK'S agreement, consent and stipulation to our position.

18.) A declaratory judgment establishing CITI BANK'S default is appropriate.

In conclusion, we have been the victims of dishonorable predatory lending

practices, or at the least, breach of agreement. We have not received an

honest answer from anyone in this matter. Our recourse to the "judiciary" is

in an effort to resolve this matter in an honest and open forum. CITI BANK is a U.S. bank chartered by the U.S. and subject to the licensing requirements to operate with clean hands that the U.S. has laid down.

CITI BANK is, as a matter of policy, operating without clean hands.

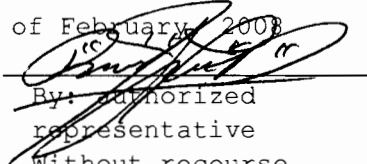
CITI BANK has agreed by silence that we are foreign to the jurisdiction that they answer to and we are calling on the authority vested with holding

CITI BANK responsible to do so. It is our intent and always has been to simply receive proof of their position, and absent that evidence then a

correction of their records to indicate discharge.

Our yea is our yea and our nay is our nay.

Dated this 27th day of February, 2008


By:
authorized
representative
Without recourse